

PRMES Website Terms of Use

Introduction

These Terms of Use of the Perinatal Risk Management and Education Services, LLC Website (hereinafter "Terms of Use") set forth the terms and conditions upon which a user may access the Site. If you do not agree with these Terms of Use in their entirety, you may not use this Site. Your use of this Site is an express acknowledgment of your agreeing to these Terms of Use.

Agreement

These Terms of Use consist of an agreement between You and PRMES. Access to this Site is conditioned on your acceptance without modification of these Terms of Use. Any party accessing this web site is bound by and hereby assents to the terms and conditions of these Terms of Use by virtue of that party accessing this web site. In consideration for You agreeing to these Terms of Use, You are granted access to this Site.

Content

PRMES is solely responsible for the content of this web site and of these Terms of Use. PRMES is not responsible and cannot be held liable for the content of any external web site to which access a User may gain access through a link contained on the PRMES web site.

Disclaimer

The PRMES web site Disclaimer is located here [insert hyperlink here]. The Disclaimer is hereby incorporated into these Terms of Use. In the event of any conflicting terms between the Disclaimer and these Terms of Use, these Terms of Use govern.

Deep Linking

Deep Linking, as defined herein, is prohibited. Anyone, anywhere who engages in Deep Linking is subject to these Terms of Use and is considered a User as defined herein.

Governing Law

These Terms of Use are governed by, and construed in accordance with, the laws of the State of Illinois, without giving effect to any principles of conflicts of law. You agree to submit to the exclusive jurisdiction of the courts of the State

of Illinois or, if appropriate, the United States District Court for the Northern District of Illinois, for the resolution of any action, dispute or proceeding arising in connection with these Terms of Use or your use or non-use of this Site, and you further irrevocably waive any right you may, or might in the future, have to a trial by jury in any such action, dispute or proceeding.

You further agree that any action, dispute or proceeding not brought in accordance with the preceding paragraph may be transferred or removed at the discretion of PRMES to the State of Illinois or the United States District Court for the Northern District of Illinois.

Indemnity

You agree to defend, indemnify and hold harmless PRMES for any liability that arises as a result of your use of this Site, either directly or indirectly. PRMES reserves the right to defend itself or retain its own legal counsel at its own discretion in the event of such liability.

Information used and relied on

Any liability arising out of reliance by You or any other User on any content contained on the Site is hereby disclaimed.

Intellectual Property

The entire contents of the Site are protected by trademark and copyright laws, both domestic and international, and may only be used by You for personal, non-commercial purposes. Any public and/or commercial use of the contents of the Site without the express, written permission of PRMES is strictly prohibited.

By accessing the Site, You agree that no derivative works, as defined by U.S. copyright law, may be created by You, or created by your supervision or direction, from the contents of the Site. Users are prohibited from creating works that derive in any way, shape or form from the contents of the Site, regardless of the size and scope of the Site contents being used in the derivative work.

Any reproduction of the Ruler without the express written permission of PRMES is strictly prohibited.

No harmful or illegal use

You agree that your use and access of this Site will not harm, directly or indirectly, the Site in any manner. You agree not to hold PRMES liable for any

harm, direct or indirect, suffered by You as a result of your use of this Site. Your use of this Site must conform with the applicable laws and regulations of your state or foreign country, as well as the laws and regulations of the State of Illinois.

Site Modifications

PRMES reserves the right to alter, in any way, any of the content contained on the Site, at any time and without notice. Any liability arising out of reliance by You or any other User on any content contained on the Site that has been modified is hereby disclaimed.

Submission by users

Any and all information submitted by You or any other User to PRMES through this Site, or through any other manner, becomes the property of PRMES to the extent allowed by law, and PRMES may retain such information for any such time as it sees fit. PRMES may collect and retain any information about You or any other User through your use of the Site.

Termination (of user access)

You agree that your failure to abide by each and every one of these Terms of Use may result in your termination of access to this Site. Failure by You to abide by any part of these Terms of Use may result in your termination of access to this Site. Failure by You to agree to this entire document may result in your termination of access to this Site. At any time, PRMES reserves the right to revoke or restrict You or any other User from accessing any or all of this Site, for any reason.

Warranties (by users)

You warrant that you have read and agree to these Terms of Use in their entirety as a part of your use of the Site.

Miscellaneous

The underlined paragraph and section headings used herein are not a part of these Terms of Use, but are for the convenience of anyone accessing the Terms of Use.

To the extent that any portion of these Terms of Use is found to be invalid, void or inconsistent with applicable law, only that portion loses its effect and the remainder of these Terms of Use stays in effect.

All rights not specifically detailed herein are hereby reserved.

Definitions

“Disclaimer” is defined as the document contained here [insert hyperlink here].

“Deep linking” is defined as placing a link to a PRMES Subpage on a web site other than the PRMES Main Page, such that someone on another web site could access a PRMES Subpage without first accessing the PRMES Main Page.

“Main Page” is defined as the top link to the PRMES Site, located at www.prmes.com.

“PRMES” is defined as Perinatal Risk Management and Education Services, LLC, its employees, agents, officers and legal representatives.

“Ruler” is defines as the Miller’s ReadRight EFM Ruler.

“Site” is defined as the entire PRMES web site, including all Subpages, the Main Page, the Terms of Use and the Disclaimer, as well as all content contained therein.

“Subpage” is defined as any part of the PRMES web site besides the Main Page.

“Terms of Use” is defined as this document.

“User” is defined as anyone accessing or using this site.

“You” is defined as anyone accessing or using this site.